

AGREEMENT CHECKLIST FORM

AGREEMENT TOPIC	PEMBROKE SHORES COMMUNITY ASSOCIATION INC
DATE OF AGREEMENT	8/17/98
DATE OF EXPIRATION	9/30/2022
COMMISSION MINUTES PERTAINING TO AGREEMENT	2/15/95 ITEM NO. 20
ORIGINAL SIGNATURE	YES
MICROFILMED	
AGREEMENT NUMBER	1227/98
SPECIAL CONDITIONS/ REQUIREMENTS OF AGREEMENT	LICENSE AGREEMENT FOR THE GATEHOUSE AT PEMBROKE SHORES AT THREE ENTRANCES 168 DRIVE

REVOCABLE LICENSE AGREEMENT

**Issued By:
THE CITY OF PEMBROKE PINES**

to:

PEMBROKE SHORES

For:

**THE CONSTRUCTION OF A GATEHOUSE AND
TRAFFIC CONTROL FEATURE**

Prepared By:
JOSIAS, GOREN, CHEROF, DOODY & EZROL, P.A.

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**NEIGHBORHOOD GATEHOUSE
REVOCABLE LICENSE AGREEMENT**

THIS IS AN AGREEMENT, made this 11 day of Aug, 1998, by and between:

THE CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY"

and

PEMBROKE SHORES COMMUNITY ASSOCIATION, INC., authorized to do business in the State of Florida, hereinafter referred to as "LICENSEE"

WHEREAS, LICENSEE, Homeowners Association, desires to obtain license and permission from the CITY to construct a neighborhood gatehouse upon 168th Drive, a portion of a street in the City of Pembroke Pines, which portion is referred to as the "Property" in this Neighborhood Gatehouse Revocable License Agreement, hereinafter referred to as "Agreement", and which portion is more particularly described in Exhibit "A," attached hereto:

WHEREAS, LICENSEE has requested that the CITY grant a revocable license to utilize the Property by constructing and maintaining a Neighborhood Gatehouse therein, including walls, removable gatehouse structure, pavement markings, and landscaping. Such Neighborhood Gatehouse improvements will constitute encroachment on a portion of the CITY's road right-of-way described above; and

WHEREAS, the CITY is willing to grant LICENSEE a revocable license to occupy and construct Neighborhood Gatehouse improvements upon Property above, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the CITY Commission, by a motion duly adopted, authorized the proper City Officials to execute this Neighborhood Gatehouse License Agreement:

Now therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1.0 DESCRIPTION OF THE LICENSE AND PROPERTY:

CITY hereby grants to LICENSEE, for the purpose and under the conditions hereinafter set forth, the license and privilege of permitting LICENSEE to erect, over a portion of CITY right-of-way located at 168th Drive, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as the "Property", a traffic control entrance feature at the entrance of the Pembroke Shores Residential Subdivision on 168th Drive, hereinafter referred to as "Gatehouse".

2.0 PURPOSE:

The Revocable License granted herein shall be used solely for the construction and operation of the Gatehouse improvements contemplated herein. The Gatehouse may require each vehicle entering the subdivision to stop. It shall not be used to prohibit any vehicle or person from entering the subdivision. No pedestrian or non-motorized traffic will be stopped. The purpose of this feature is to reduce traffic hazards and to promote the peace and security of all persons entering the subdivision.

3.0 ADJACENT OWNER(S):

It is acknowledged between the parties that property owners adjacent to the Gatehouse have certain development rights relative to the ownership of their property. It is the intent of the parties that adjacent owner's consent to the Gatehouse contemplated herein shall not be in derogation of their right to further develop their property in accordance with applicable laws and codes. To that end, if when applying such applicable laws and codes to the future development of their property, the location of the Gatehouse interferes with such proposed development (e.g. by way of illustration, but not limitation, location of Gatehouse causes denial of proposed access, or results in the imposition of greater setbacks or landscape buffer), then LICENSEE's right to the continuance of the Gatehouse shall be subordinate and inferior to their development rights. If any conflict between the location of the Gatehouse and the adjacent owner's future development cannot be reconciled, LICENSEE agrees to the removal of the Gatehouse.

4.0 PROPERTY RIGHTS AND INTEREST:

It is acknowledged between the parties that neither LICENSEE nor the adjacent owners have any ownership interest, legal or equitable, in the Property described herein. LICENSEE derives no power or authority from this Agreement to incur any indebtedness which would give rise to a right of lien of any kind or character upon the right, title, or interest of the CITY in and to the Property. All persons contracting with LICENSEE, its agents or servants, for the construction of improvements or furnishing of materials or labor to LICENSEE for construction of the Gatehouse improvements contemplated herein shall be bound by this provision. LICENSEE shall not be deemed to be the agent of the CITY so as to confer upon any contractor, subcontractor, laborer or materialmen supplying labor, services or materials the ability to obtain a mechanic's lien upon the CITY's interest in the Property.

5.0 CONSTRUCTION:

LICENSEE shall be solely liable for construction, operation and maintenance of the Gatehouse. The plans for installation of the Gatehouse improvements shall be submitted to, reviewed and approved by the City Manager or his designee, prior to construction, and the Gatehouse shall not be placed in operation without prior approval of the City Manager. The Gatehouse structure will be constructed in such a manner as to incorporate "bolt-on" features facilitating its removal in the event the CITY needs to service utilities lines beneath the surface of Property. The Gatehouse shall at all times remain the property of LICENSEE.

6.0 **PERFORMANCE:**

Prior to LICENSEE'S commencement of construction of any improvements contemplated herein, LICENSEE shall, at its own expense, secure a payment and performance bond, acceptable to the CITY, with a surety authorized to do business in this State as a surety. The CITY shall be an obligee under the bond, and such bond shall be conditioned upon the contractor performing the contract with LICENSEE for constructing of the improvements in a time and manner prescribed in such contract and promptly making payments to all persons described in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in such contract. The amount of the bond shall be one hundred percent (100%) of the contract price. A copy of such bond shall be provided to the CITY prior to commencement of construction by LICENSEE or its contractor.

7.0 **LANDSCAPING AND IMPROVEMENTS:**

All landscaping shall be completely installed within thirty (30) days of completion of the construction of the Gatehouse improvements. Upon completion of the Gatehouse improvements contemplated herein, LICENSEE shall make no further alterations, additions or improvements in the Gatehouse area without the prior written consent of the CITY, which such consent may be withheld by the CITY in its sole and unfettered discretion.

8.0 **UNDERLYING UTILITIES:**

In the event the CITY needs to service utilities underlying Property, CITY shall have complete license to remove any or all of the Gatehouse improvements as may be required in the sole discretion of the CITY. In such event, all costs of removal shall be borne by the LICENSEE. LICENSEE shall restore the property, at its own expense, to the originally constructed condition or shall restore the roadway and adjacent right-of-way to the condition existing prior to the construction of the Gatehouse improvements.

9.0 **DAMAGE:**

In the event the Gatehouse shall be destroyed or damaged to any extent by fire, theft, vandalism or other casualty, LICENSEE shall have the sole responsibility and obligation to promptly repair and restore the improvements to the originally constructed condition or shall restore the roadway and adjacent right-of-way to the condition existing prior to the construction of the Gatehouse improvements, such restoration shall take place within One Hundred Twenty days (120) days from the date of damage.

10.0 **MAINTENANCE AND UTILITIES:**

10.1 LICENSEE shall, at LICENSEE's sole expense, perform all maintenance and repairs upon the improvements in the Gatehouse area and shall maintain the improvements in a first class condition of proper cleanliness, orderliness and state of attractive appearance. First class condition shall mean maintenance in a condition consistent with the Gatehouse's original appearance, structural integrity and amenities as depicted on the plans and details on file with the CITY, and any approved modifications thereto. All landscape areas and irrigation systems

therefore shall be protected and maintained by LICENSEE on a regular basis so as to preserve a healthy growing condition for the landscaped area in a state of attractive appearance, which such duties shall also include or require replacing. As to all maintenance, repair and protection obligations herein, the CITY shall be the final arbiter as to whether such obligations are properly met.

10.2 LICENSEE shall pay all charges for gas, electricity or water or any other costs or expenses associated with the use, operation and maintenance of the improvements contemplated herein.

11.0 MAINTENANCE AND OPERATION FUND:

Upon the transfer of the control of LICENSEE from the Developer to the Homeowners/Property Owners, there shall be established and annually funded a Maintenance and Operating Expense Fund, at a level approved by CITY, for the continued maintenance and operation of the Gatehouse improvements. If said Fund is not properly maintained, CITY may require LICENSEE to remove of the Gatehouse.

12.0 OPERATION:

The CITY may determine the hours of operation of the Gatehouse. The Gatehouse shall be operated only when security personnel and/or attendants are on duty at the Gatehouse. When Gatehouse is unoccupied the traffic control gate must be in the open position.

The LICENSEE agrees to and understands that the privilege of operating the Gatehouse is subject to the following:

12.1 The general public and all municipal service vehicles shall have the right to enter said subdivision at all times. If any person or vehicle is denied entrance into the subdivision by reason of the Gatehouse, this License shall be subject to revocation by the CITY.

12.2 The Gatehouse security personnel and/or attendants shall automatically open the gate when an emergency vehicle approaches. No Emergency vehicles shall be required to stop at the Gatehouse (including but not limited to Police, Fire, Ambulance and Emergency Medical Services vehicles).

12.3 LICENSEE agrees that requests for identification or any inquiry made to a person or vehicle entering the subdivision through the Gatehouse shall ~~be prohibited~~ **NOT THAT PERSONS** *ACCESS TO THE SUBDIVISION*

12.4 LICENSEE acknowledges that CITY'S consent to the staffing of the Gatehouse does not serve to vest the security staff with any law enforcement power, or any right to hinder or deny passage to any individual across the public rights of way.

13.0 INSPECTION:

The City Manager or his designee shall review the operation and maintenance of the Gatehouse traffic control entrance feature, as well as compliance with the conditions herein

set forth, six months from the date the Gatehouse is first in operating condition, and thereafter at such intervals as are deemed necessary by CITY. The City Manager or his designee shall recommend whether the license should continue to the City Commission of CITY. If the City Manager determines that the license should be revoked, he shall recommend revocation to the City Commission of CITY at that time.

14.0 INDEMNIFICATION:

LICENSEE hereby agrees to protect, defend, indemnify, save and hold harmless the CITY, its officers, employee, and agents from and against any and all lawsuits, penalties, damages, settlements, judgements, decrees, costs, charges and other expenses, including attorneys fees or liabilities of every kind sustained by CITY or any third party, arising out of, by reason of, or in connection with the construction, improvement, operation, maintenance and repair of the Gatehouse by LICENSEE, and any failure of LICENSEE to comply with and perform all of the requirements and provisions of this Agreement without limiting the foregoing.

Any and all such claims, suits, causes of action, etc. relating to personal injury, death, damage to property or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, etc. at its sole expense, and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent.

15.0 LIMITATIONS:

The provisions of this Revocable License do not constitute a lease, and the right of the LICENSEE hereunder are not those of a tenant. No leasehold interest in the right-of-way is conferred upon LICENSEE under the provisions hereof.

16.0 BREACH OF AGREEMENT:

If, in the judgement of the CITY, LICENSEE is in breach of any of its duties or obligations hereunder, a written notice of such breach shall be sent to LICENSEE informing of the nature of the breach, and requiring specified remedial action within fifteen (15) days of receipt of the notice. If such breach is not timely cured by LICENSEE, the CITY may, at its option, terminate this License and require LICENSEE to remove the Gatehouse improvements, take action to cure such breach, in which event LICENSEE shall be liable to the CITY for all costs and expenses incurred by the CITY as a result of the LICENSEE'S breach, or take any other action it is legally or equitably entitled to under the laws of the State of Florida. In the event that it becomes necessary for the CITY to institute legal proceedings to enforce the provisions of this License, LICENSEE agrees to pay CITY'S court costs and attorneys fees.

17.0 TERMINATION:

This Agreement may be terminated at any time in the CITY'S sole discretion, for convenience, without cause, or for any reason whatsoever upon providing LICENSEE thirty (30) days advance written notification of termination. Upon receipt of such notification, within such thirty (30) day period, LICENSEE shall remove the Gatehouse improvements or any portion

thereof at LICENSEE's sole cost and expense, and LICENSEE shall restore the roadway and adjacent right-of-way to the conditions existing prior to the construction of the Gatehouse improvements. In the event the Gatehouse area is not cleared within the Thirty (30) day period after notification as set forth above, CITY may remove all such Gatehouse improvements, in which event LICENSEE shall be liable to the CITY for all costs and expenses incurred by the CITY in restoration of the roadway as set forth above. This Agreement may be terminated by either party during the term hereof upon 30 calendar days written notice to the other of its desire to terminate this Agreement.

18.0 TERM:

The term of this Agreement shall run from date of execution herein to September 30, 2022, unless terminated prior to said date as provided for herein above. Beginning with the effective date of this Agreement and until the date of the agreement is terminated, LICENSEE agrees to use its best efforts to promptly fulfill each of its obligations under this Agreement.

This Agreement shall not be effective until Agreement has been executed by all parties and recorded by LICENSEE in the Public Records of Broward County, Florida.

19.0 SURRENDER UPON TERMINATION:

Upon the conclusion of the term, or upon termination of the Agreement, LICENSEE agrees to peaceably surrender and deliver the Property to the CITY in substantially the same condition as it was prior to the construction of the Gatehouse improvements, ordinary wear and tear excluded. Furthermore, LICENSEE agrees to remove from the Property at their expense, the Gatehouse improvements and any personal property or inventory placed therein. Upon completion of removal the condition of the Property shall be safe and not a hazard.

20.0 NOTICES:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the LICENSEE and the CITY designate the following as the respective places for giving of notice:

CITY: CHARLES F. DODGE
City Manager
10100 Pines Boulevard
Pembroke Pines, Florida 33025

LICENSEE: Pembroke Shores Community Association, Inc.
c/o Zimmerman Management Services, Inc.
9000 Sheridan Street
Pembroke Pines, FL 33024

21.0 **COMPENSATION:**

No payment shall be made by the LICENSEE for the privileges granted herein.

22.0 **SECURITY DEPOSIT:**

Concurrently with LICENSEE's execution of this Revocable License Agreement, LICENSEE has deposited with CITY the sum of zero (\$.00). This Security Deposit shall be held by CITY as security for the faithful performance by LICENSEE of all terms, covenants and conditions of this License to be kept and performed by LICENSEE during the Term hereof.

22.1 In the event of a breach of the License by LICENSEE, all of the Security Deposit as of the date of LICENSEE's breach shall be retained by CITY to be applied toward the to any loss or damage sustained by CITY due to any breach by the LICENSEE, any excess deposit shall be returned to the LICENSEE forthwith upon termination of the License. The amount retained by CITY shall in no way be construed as liquidated damages, and CITY does not waive its right to seek additional damages from LICENSEE for any loss or damages sustained due to LICENSEE's breach.

22.2 CITY shall not be required to keep this Security Deposit separate from its general funds, and LICENSEE shall not be entitled to interest on the Security Deposit.

23.0 **DAMAGE TO PERSONAL PROPERTY:**

LICENSEE agrees that all personal property, inventory, or stock placed on the Property shall remain the property of LICENSEE, and shall be placed on the Property at the risk of LICENSEE. LICENSEE shall give the CITY prompt written notice of any occurrence, loss, incident or accident occurring on the licensed Property.

24.0 **INSURANCE:**

LICENSEE shall provide, pay for, and maintain in force, at all times during the term of this Agreement the kinds and types of insurance as are required by the CITY's Risk Manager.

25.0 **AMENDMENTS:**

It is agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26.0 **ASSIGNMENT:**

LICENSEE shall not assign its interest herein to any person or entity other than a successor homeowner association or neighborhood improvement district under Chapter 163, Florida Statutes. Such assignment shall require the written consent of the CITY, which such consent may be withheld by the CITY in its sole and unfettered discretion.

27.0 WAIVER:

Failure of the CITY to insist upon strict performance of any covenant or condition of the Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

28.0 INDEPENDENT CONTRACTORS:

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the LICENSEE is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State Unemployment Insurance law. The LICENSEE shall retain sole and absolute discretion in the judgement of the manner and means of carrying out LICENSEE'S activities and responsibilities hereunder. The LICENSEE agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as the creating any joint employment relationship between the LICENSEE and the CITY and the CITY will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

29.0 LEGAL REPRESENTATION:

Is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

30.0 LAWS AND ORDINANCES:

LICENSEE shall observe all laws and ordinances of the city, county, state, federal or other public agencies directly relating to the operations being conducted on the Property, pertaining to the operation and maintenance of the traffic control gatehouse feature, including but not limited to building codes and zoning restrictions, are made a part of this License, and LICENSEE agrees to abide therewith as the same presently exist and as they may be amended hereafter.

31.0 GOVERNING LAW:

This Agreement shall be governed by the laws of the state of Florida with venue lying in Broward County, Florida.

32.0 SEVERABILITY:

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

33.0 BINDING AUTHORITY:

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

34.0 ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between the CITY and the LICENSEE and supersedes all prior negotiations, representation or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

K
7/13/98

Charles F. Dodge

CHARLES F. DODGE,
City Manager

July 13, 1998
Date

LICENSEE

Ann L. Resti
Ann L. Resti, Pres.
Pembroke Shores Community Association, Inc.

6-2-98
Date

STATE OF
COUNTY OF

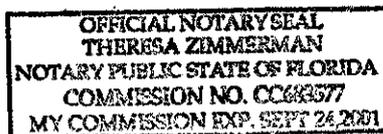
FLORIDA
BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, this 22nd day of JUNE, 1998, by ANNIE L. RESTI, who is known to me, or who has produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of 1998.

My Commission Expires:

Theresa Zimmerman
Notary Public





Community Identification Feature

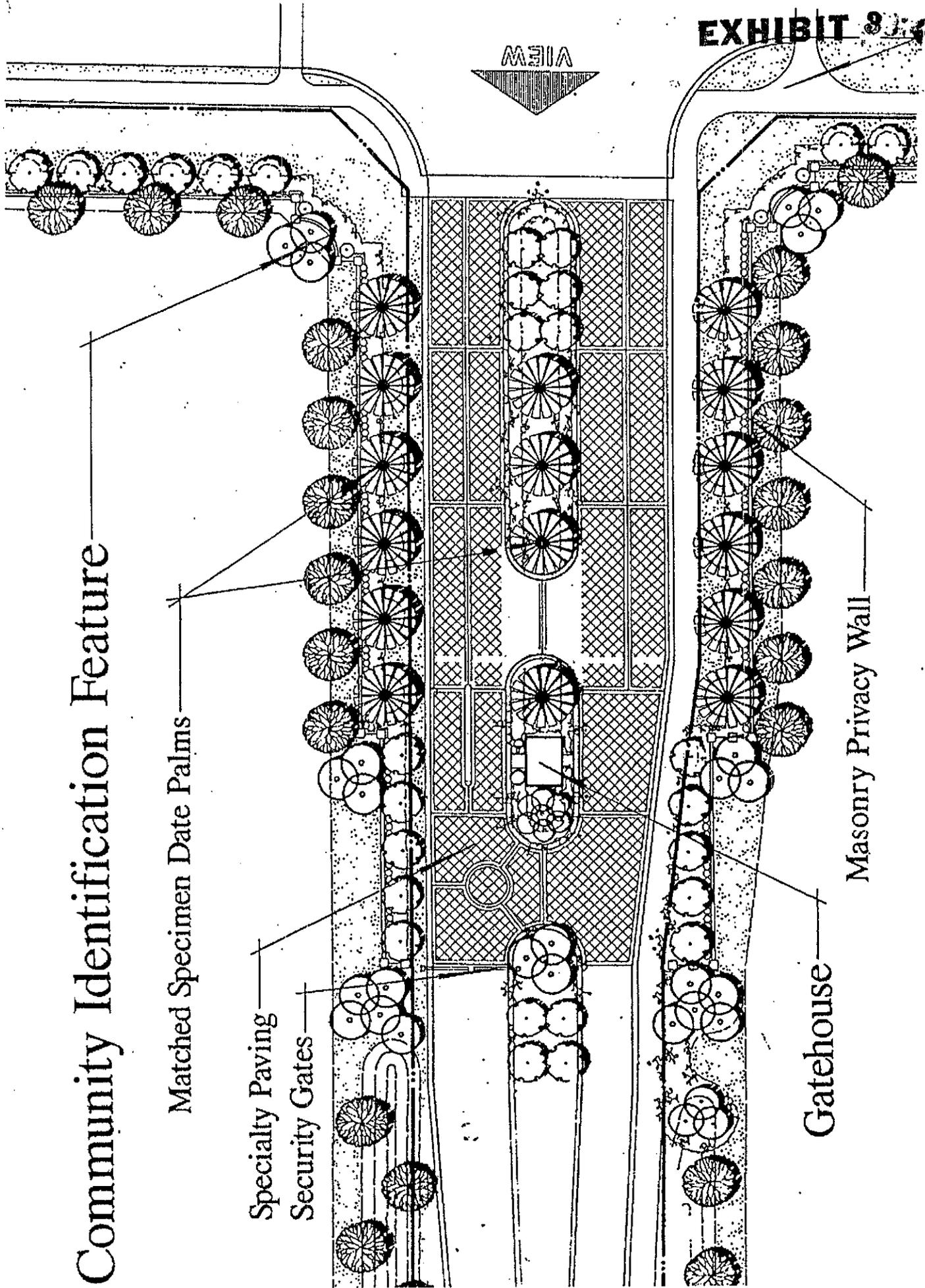
Matched Specimen Date Palms

Specialty Paving

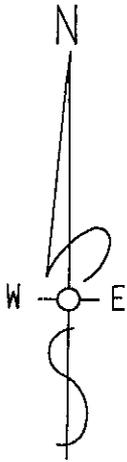
Security Gates

Gatehouse

Masonry Privacy Wall



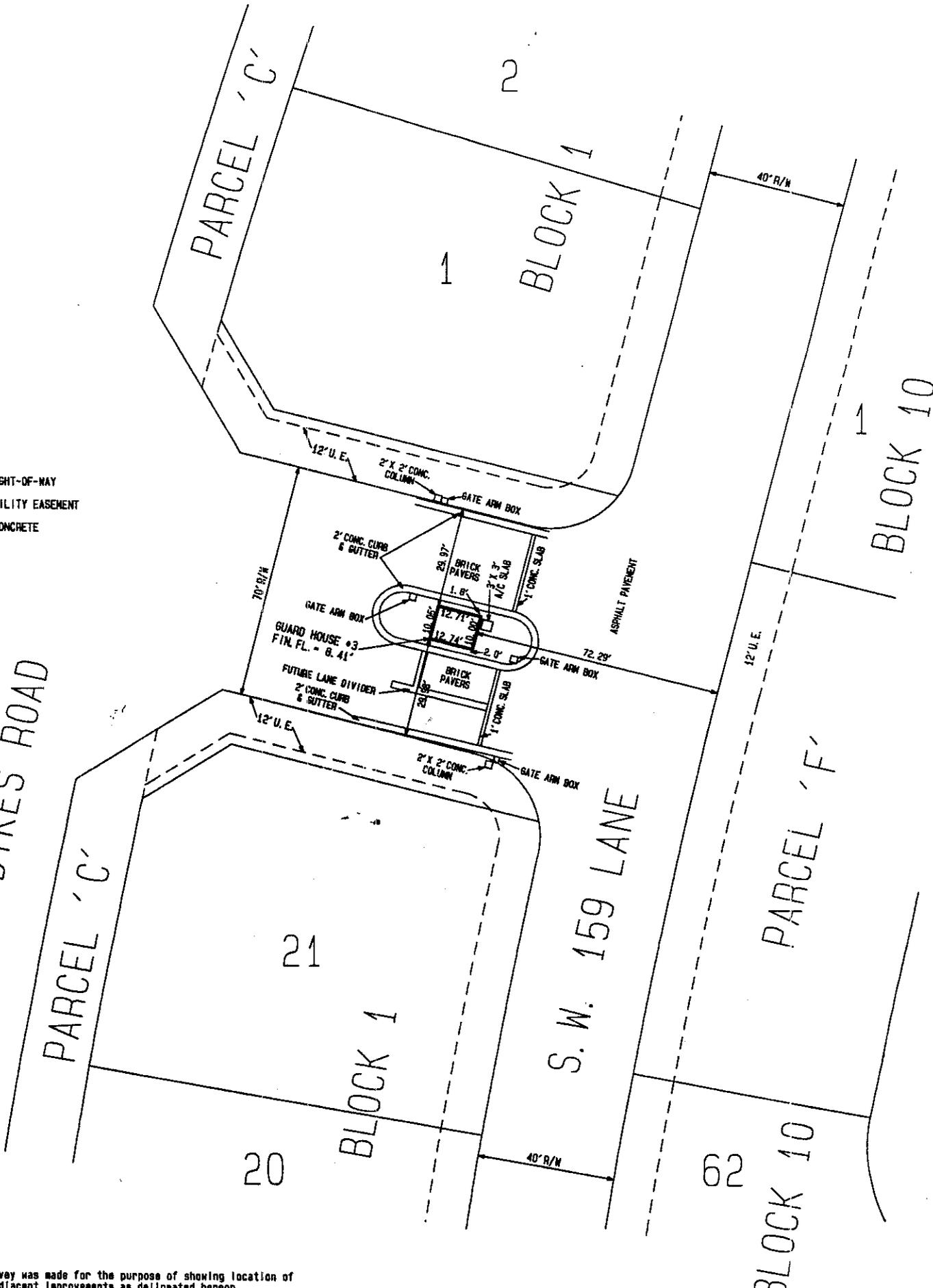
PORTION OF "PASADENA AT PEMBROKE SHORES" (159-45 B.C.R.)
 IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA



NOTES:

1. R/W - RIGHT-OF-WAY
2. U.E. - UTILITY EASEMENT
3. CONC. - CONCRETE

DYKES ROAD



This asbuilt survey was made for the purpose of showing location of guardhouse and adjacent improvements as delineated hereon.

SURVEYOR'S NOTES:

This survey was not abstracted by the undersigned for rights-of-way, easements or reservations of record.

ELEVATION NOTE: Elevations are relative to National Geodetic Vertical Datum of 1929, are shown thus:

FLOOD INSURANCE NOTES: Zone: AM
 Base Flood Elevation: 6'
 Community Panel No. J20063 0295 F
 per FIRM dated 8-18-92

DRAWN BY: <u>M.R.</u>	CHECKED BY: <u>[Signature]</u>
FIELD BK. / PGS.	
REVISIONS:	



MILLER/LEGG & ASSOCIATES, INC.
 LAND SURVEYORS
 1800 N. DOUGLAS ROAD (N.W. 89TH AVE.)
 PEMBROKE PINES, FLORIDA 33024
 (306) 432-6216 FAX 437-2068

SCALE: 1" = 30' ASBUILT SURVEY

PREPARED FOR:
H. H. P.

I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

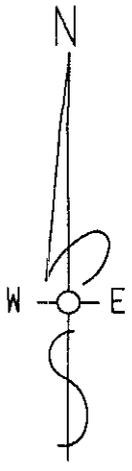
Dated this 12th day of DECEMBER, 1995, A.D.

[Signature]
 GAMES N. STRONG
 Professional Land Surveyor
 State of Florida Registration No. 2044

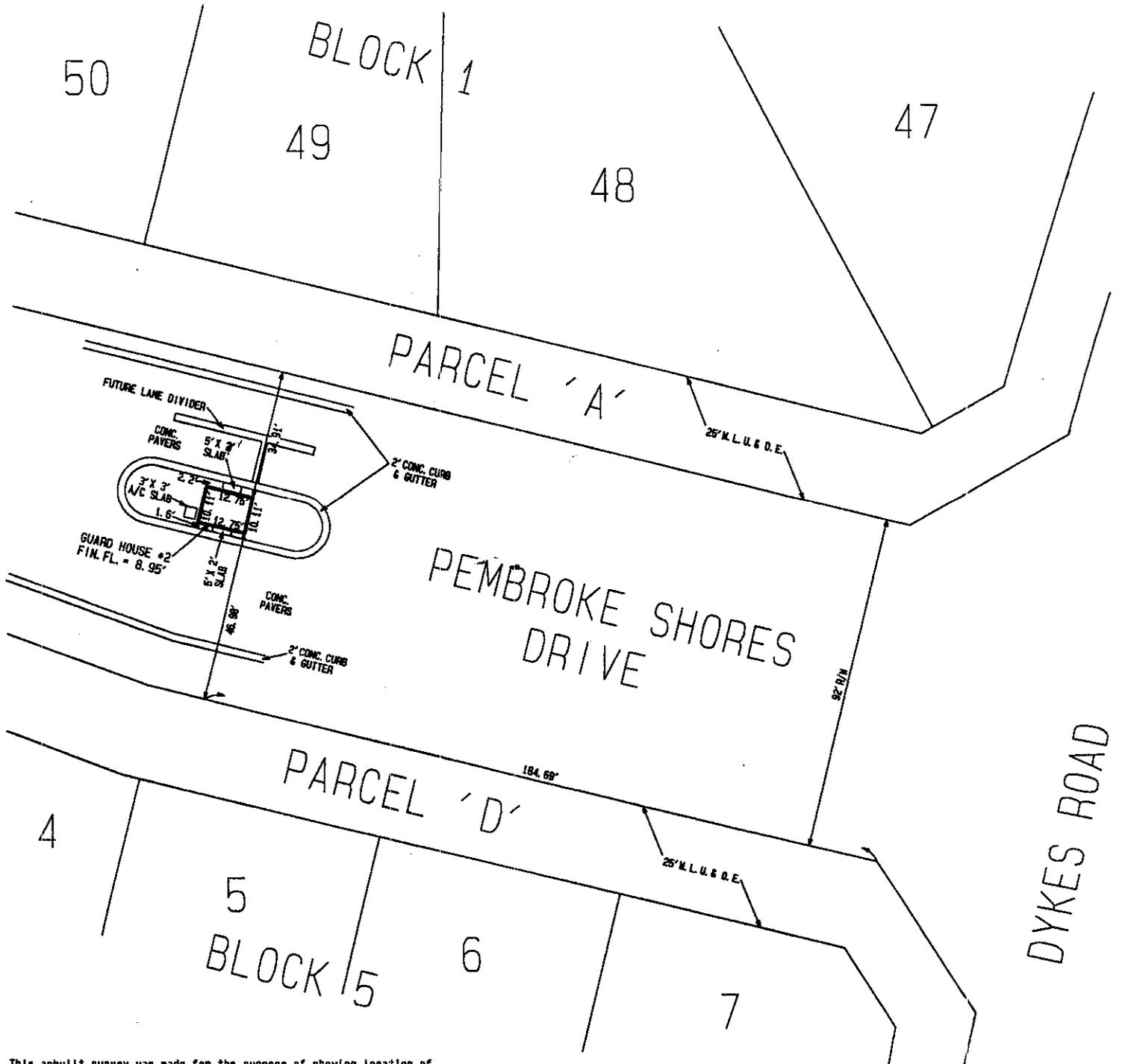
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

File Number

PORTION OF "HEFTLER HOMES AT PEMBROKE SHORES" (159-9 B. C. R.)
 IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA



- NOTES:
1. R/W - RIGHT-OF-WAY
 2. M.L.U. & D.E. - WALL, LANDSCAPE & UTILITY EASEMENT
 3. CONC. - CONCRETE



This asbuilt survey was made for the purpose of showing location of guardhouse and adjacent improvements as delineated hereon.

SURVEYOR'S NOTES:
 This survey was not abstracted by the undersigned for rights-of-way, easements or reservations of record.
ELEVATION NOTE: Elevations are relative to National Geodetic Vertical Datum of 1929, are shown thus:
FLOOD INSURANCE NOTES: Zone: AH
 Base Flood Elevation 6'
 Community Panel No. 120053 0296 F
 per FIRM dated 8-18-92

DRAWN BY: M.R.	CHECKED BY: <i>[Signature]</i>
FIELD BK. / PGS.	
REVISIONS:	

 **MILLER/LEGG & ASSOCIATES, INC.**
 LAND SURVEYORS
 1800 N. DONILAS ROAD (N.W. 89TH AVE.)
 PEMBROKE PINES, FLORIDA 33024
 (306) 432-5216 FAX 437-2958

SCALE: 1" = 30' ASBUILT SURVEY

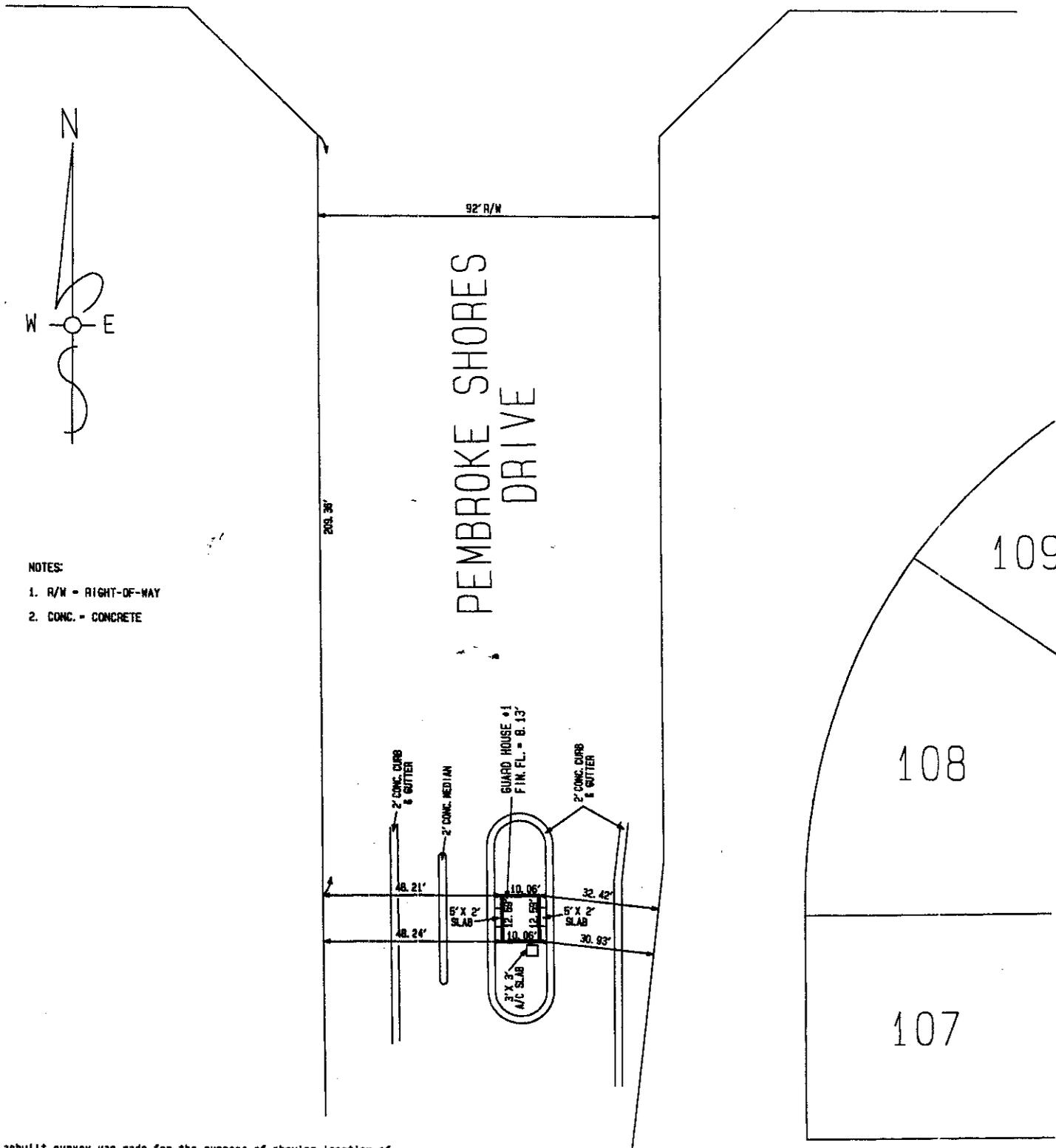
PREPARED FOR:
H. H. P.
 I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61S17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 Dated this 12th day of DECEMBER, 1995 A.D.
[Signature]
 Professional Land Surveyor
 State of Florida Registration No. 2044

File Number

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

PORTION OF "PARCELS 2 & 10 AT PEMBROKE SHORES" (159-31 B.C.R.)
 IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA

PINES (HOLLYWOOD) BLVD.



- NOTES:
 1. R/W - RIGHT-OF-WAY
 2. CONC. - CONCRETE

This asbuilt survey was made for the purpose of showing location of guardhouse and adjacent improvements as delineated herein.

SURVEYOR'S NOTES:

This survey was not abstracted by the undersigned for rights-of-way, easements or reservations of record.

ELEVATION NOTE: Elevations are relative to National Geodetic Vertical Datum of 1929, and shown thus:

FLOOD INSURANCE NOTES: Zone: AH
 Base Flood Elevation: 8'
 Community Panel No. 120053 0295 F
 per FIRN dated 8-18-92

DRAWN BY: M.R. CHECKED BY: *JND*

FIELD BK. / PGS.

REVISIONS:

 **MILLER/LEGG & ASSOCIATES, INC.**
 LAND SURVEYORS
 1800 N. DOUGLAS ROAD (N.W. 89TH AVE.)
 PEMBROKE PINES, FLORIDA 33024
 (306) 432-5216 FAX: 437-2968

SCALE: 1" = 30' ASBUILT SURVEY

PREPARED FOR:
H. H. P.

I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated this 12th day of DECEMBER, 1995, A.D.

[Signature]
 JAMES H. STRONG
 Professional Land Surveyor
 State of Florida Registration No. 2044

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

File Number

AGENDA REQUEST FORM
City of Pembroke Pines, Florida

MEETING DATE
02-15-95

AGENDA ITEM NO.
20

TITLE: Security gates and guardhouses on public roads in Pembroke Shores.

REQUESTED ACTION Discussion of public roads in the subdivision of Pembroke Shores to allow security gates and guardhouses.

SUMMARY EXPLANATION AND BACKGROUND:

1. The subdivision of Pembroke Shores is situated along the south side of Pines Boulevard from Dykes Road to 172 Avenue. All the roads in this subdivision are dedicated public streets.
2. The developer of this subdivision is proposing to install security gates and guardhouses at three key entrance locations to provide security for this enclosed subdivision. The developer has informed us that the guards will only note down the tag numbers of all incoming vehicles and will not deny access to the community via these roads to general public.
3. The City has allowed similar security devices in the past on private roads but has not allowed the security gates or guardhouses on any public road. The gates/guardhouses will require the vehicles to stop which is not permitted by the Manual for Uniform Traffic Control unless a stop sign is warranted and is installed by the proper authorities. The gates/guardhouses will be dedicated public right-of-way and the City will be responsible for all liabilities.

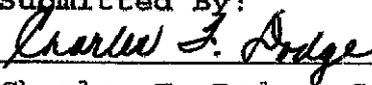
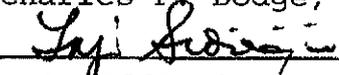
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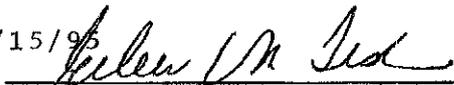
EXHIBITS: (List)

1. Letter from the developer of Pembroke Shores dated 11-04-94.
2. Locations of proposed gates/guardhouses.
3. A typical guardhouse/security gates sketch.
4. Newspaper clipping from Miami Herald 01/19/95.

PREPARED BY
Name: Taj Siddiqui, P. E.

SOURCE OF ADDITIONAL INFORMATION
Name: Taj Siddiqui, City Engineer
Phone: 435-6511

Submitted By:

 Charles F. Dodge, City Manager

 Taj Siddiqui, P. E., City Engineer

COMMISSION ACTION
 Motion  Passed, to approve agreement. 2/15/95
 City Manager  City Clerk

MEETING DATE
02-01-95

AGENDA REQUEST FORM
City of Pembroke Pines, Florida

AGENDA ITEM NO.
20

Page 2 of 1

SUMMARY EXPLANATION AND BACKGROUND:

4. The City, in an agreement with the County, has delegated all of our traffic engineering responsibilities and authorities to Broward County Traffic Engineering Division. They have informed us that if the City allows these gates and guardhouses then the County will forfeit the maintenance and liability responsibilities for such public roads.
5. The Engineering Department does not recommend the installation of security gates or guardhouses on public roads or anywhere within dedicated road right-of-way. We will recommend that these roads be private streets in which case we have no objection to providing security gates and guardhouses. Request Commission review and discussion.